

1991 DEC 2 AM 10:04 91628461  
EXTENSION AND MODIFICATION AGREEMENT 8461

THIS AGREEMENT MADE this 1st day of November, 1991, by and between First National Bank of Evergreen Park, not personally but as Trustee under Trust Agreement dated July 28, 1983, known as trust number #7409, herein referred to as Mortgagors and HERITAGE BANK OF OAK LAWN owner and holder of the note secured by the following described Real Estate.

WITNESSETH:

THAT WHEREAS Mortgagors heretofore executed a certain Trust Deed dated the 22nd day of September, 1986 and recorded in the official records book on October 14, 1986 as document no. 86472572 to HERITAGE BANK OF OAK LAWN an Illinois Corporation, to secure payment of a certain Principal Promissory Note executed by said mortgagors dated September 22th, 1986 payable in the sum of \$220,000.00 as therein provided:

Legal Description:

PARCEL 1: THE NORTH 1/2 OF THE NORTH 1/8 (EXCEPT THE EAST 50 FEET THEREOF, AS MEASURED AT RIGHT ANGLES TO THE CENTER LINE OF ROBERTS ROAD) OF THE EAST 1/2 OF THE EAST 1/2 OF THE NORTHEAST 1/4 OF THE SOUTHEAST 1/4 OF SECTION 11, TOWNSHIP 37 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN IN COOK COUNTY, ILLINOIS.

PARCEL 2: THE NORTH 4 FEET AND 10 INCHES OF THE SOUTH 1/2 OF THE NORTH 1/8 (EXCEPT THE EAST 50 FEET THEREOF, AS MEASURED AT RIGHT ANGLES TO THE CENTER LINE OF ROBERTS ROAD) OF THE EAST 1/2 OF THE EAST 1/2 OF THE NORTHEAST 1/4 OF THE SOUTHEAST 1/4 OF SECTION 11, TOWNSHIP 37 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PIN # PARCEL 1: 23-11-401-026-0000  
23-11-401-048-0000

PROPERTY COMMONLY KNOWN AS: 9900 SOUTH ROBERTS ROAD, PALOS HILLS ILLINOIS.

And Whereas Said Trust Deed securing said Principal Promissory Note is a Valid and subsisting lien on the premises described therein.

And Whereas the parties hereto have agreed upon certain modifications of the terms of said Trust Deed and Principal Promissory Note.

Now, THEREFORE, IN consideration of the premises, and the mutual promises and agreements hereinafter made by and between the parties hereto, the said parties do hereby mutually agree as follows:

That said Principal Promissory Note is the same is hereby modified to show:

- 1) MODIFY INTEREST RATE TO 10% FIXED EFFECTIVE NOVEMBER 1, 1991.
- 2) MODIFY AMORTIZATION PERIOD FROM 25-YEARS TO 15-YEARS BEGINNING NOVEMBER 1, 1991 AND MONTHLY PAYMENT FROM \$2,101.48 TO \$2,219.25, FIRST PAYMENT DUE DECEMBER 1, 1991.
- 3) MODIFY "MATURITY DATE" FROM NOVEMBER 1, 1991 TO NOVEMBER 1, 1996, AS THE BALLOON PAYMENT DATE.

All other terms and conditions remain unchanged.

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BOX 15

BOX 15

# UNOFFICIAL COPY

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It is further MUTUALLY AGREED BY AND BETWEEN THE PARTIES THAT ALL PROVISIONS OF said Trust Deed shall remain unchanged and in full force and effect for and during said extended period except only as herein specifically modified, and further that in the event of default in the payment of principal or interest due under said Note as herein modified or in the event of failure to perform any and all of the agreements contained in said Trust Deed as herein modified, the entire amount of unpaid principal and interest shall be the option of the holder thereof become immediately due and payable without notice of the holder thereof become immediately due and payable without notice or demand that all the rights and obligations under said Trust Deed as modified shall extend to and be binding on the successors and assigns of the parties hereto.

Witness the hand and seal of mortgagors, the day and year first above written.

First National Bank of Evergreen Park, not personally but as trustee under Trust Agreement #7409.

BY: [Signature]  
ITS: Senior Vice President & Trust Officer

BY: [Signature]  
ITS: Assistant Trust Officer

State of Illinois  
County of Cook

I, the undersigned, a Notary Public in and for and residing in said County, in the State aforesaid, do hereby certify that Joseph C. Fanelli and Nancy Rodighiero who are personally known to me to be the Sr. Vice Pres. & Trust Officer and Assistant Trust Officer whose name is subscribed hereto and acknowledge that they signed, sealed and delivered the said instrument as of their free and voluntary act, for the uses and purposes therein set forth.

Given under my hand and Notarial Seal this 18th day of November 19 91.

OFFICIAL SEAL  
DEBORAH M. NAVARRETE  
Notary Public, State of Illinois  
My Commission Expires 10/10/95

[Signature]  
Notary Public  
[Signature]

HERITAGE BANK OAK LAWN

State of Illinois  
County of Cook

I, the undersigned, a Notary Public in and for and residing in said County, in the State aforesaid, do hereby certify that Andrew R. Soucek who is personally known to me to be the Assistant Vice President of Heritage Bank Oak Lawn, whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that he signed, sealed and delivered the said instrument as of his free and voluntary act, for the uses and purposes therein set forth.

Given under my hand and Notarial Seal this 18 day of November 19 91.

[Signature]  
Notary Public

OFFICIAL SEAL  
KATHRINE KOPPEL  
My Commission Expires 6/26/93

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RIDER ATTACHED TO: EXTENSION AND MODIFICATION AGREEMENT TO  
HERITAGE BANK OF OAK LAWN

DATED November 1, 1991 UNDER TRUST NO. 7409

Executed and delivered by FIRST NATIONAL BANK OF EVERGREEN PARK not in its individual capacity, but solely in the capacity herein described for the purpose of binding the herein described property, and it is expressly understood and agreed by the parties hereto, anything herein to the contrary notwithstanding that each and all of the undertakings and agreements of the Trustee, or for the purpose of binding the Trustee personally, but executed and delivered by the Trustee solely in the exercise of the powers conferred upon it as such Trustee, and no personal liability of personal responsibility is assumed by, or shall at any time be asserted or enforced against said Trustee on account hereof or on account of any undertaking or agreement herein contained, either expressed or implied, all such personal liability, if any being hereby expressly waived and released by all other parties hereto, and those claiming by, through or under them.

FIRST NATIONAL BANK OF EVERGREEN PARK  
not individually, but as Trustee Under  
Trust No. 7409

BY: [Signature]  
Senior Vice President & Trust Officer

ATTEST:

[Signature]  
(Assistant) Trust Officer

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(161) 605692